

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

YELLOW CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 23-11069 (CTG)

(Jointly Administered)

**NOTICE OF PERFECTION, MAINTENANCE, AND CONTINUATION OF LIENS OF
MID-AMERICAN CONSTRUCTORS, LLC UNDER 11 U.S.C. § 546(b)**

Mid-American Constructors, LLC (“MAC”), a creditor and party-in-interest in the chapter 11 bankruptcy cases (the “Bankruptcy Cases”) of the above-captioned debtors and debtors-in-possession (the “Debtors”), files this *Notice of Perfection, Maintenance, and Continuation of Liens Under 11 U.S.C. § 546(b)* (the “Notice”) and respectfully represents the following:

1. On August 6 and 7, 2023 (the “Petition Date”), Yellow Corporation and its affiliated debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

2. Prior to the Petition Date, MAC provided services, material, and/or equipment pursuant to a contract between MAC and debtor, USF Holland, LLC (“Holland”) in connection with the development and the construction of certain improvements to a tract of land in Jasper County, Missouri (the “Land”). Debtor, Holland, is the owner of record of the Land and is the owner of certain improvements on the Land (collectively the “Property”).

3. MAC is owed \$864,836.00 for its work relating to the Property.

¹ A complete list of each of the Debtors in these Chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/YellowCorporation>. The location of the Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is: 10990 Roe Avenue, Overland Park, KS 66211.

4. As a result of its work, MAC recorded and served a mechanic's lien statement (the "Mechanic's Lien Statement") in the Real Property Records of Jasper County, Missouri, thereby perfecting a lien (the "Lien") against the Property. A true and accurate copy of the Mechanic's Lien Statement is attached hereto as **Exhibit 1**.

5. MAC hereby files this Notice of perfection and continuation of the Lien pursuant to Bankruptcy Code section 546(b). MAC files this Notice to apprise the Debtor and all other parties claiming an interest in the Property (including in all removables, improvements, proceeds, cash collateral, replacements, accessions, products, rents, and profits of the Property) of MAC's intent to continue, maintain, and/or enforce its Lien, rights, and interests and to comply with any and all present and/or future notice, perfection, maintenance, and enforcement requirements under the Bankruptcy Code, the Missouri statutes, and the Missouri constitution, and all other applicable non-bankruptcy law. Furthermore, MAC files this Notice to ensure that the perfected status of its Lien will be maintained and continued while these Bankruptcy Cases remain pending and the automatic stay under Bankruptcy Code 362 remains in place.

Reservation of Rights

6. The filing of this Notice shall not be construed as an admission that such filing is required under the Bankruptcy Code, the Missouri statutes, the Missouri constitution, or any other applicable law. Further, MAC reserves all its rights, interests, lien, and claims with respect to: (i) the work performed and the materials furnished by it, (ii) any and all agreements between MAC and the Debtor, (iii) the Property, (iv) the Lien, and (v) applicable law. Nothing in this Notice should be construed or deemed to waive any such rights, interests, lien, and claims, including, but not limited to, seeking relief from the stay.

Date: October 25, 2023
Wilmington, Delaware

/s/ Karen M. Grivner

CLARK HILL PLC
Karen Grivner (Bar No. 4372)
824 N. Market Street, Suite 710
Wilmington, DE 19801
Telephone: (302) 250-4750
Facsimile: (302) 421-9439
Email: kgrivner@clarkhill.com

- and -

MYERS & MYERS, PLLC
Rebecca J. S. Cassell (MI Bar No. P64456)
915 N. Michigan Avenue, Suite 200
Howell, MI 48843
Telephone: (517) 540-1700
Facsimile: (517) 540-1701
Email: rcassell@myers2law.com

Attorneys for Mid-American Constructors, LLC

EXHIBIT 1

Mechanic's Lien Cover Sheet

No: ____ -ML _____

Filed: October 11, 2023

Claimant: Mid-American Constructors, LLC

Owner: USF Holland LLC

Original Contractor: Mid-American Constructors, LLC

Project: Holland Joplin Yard/Building Expansion

Original Contract: \$1,697,335.00

Amount of Claim: \$864,836.00

MECHANIC'S LIEN STATEMENT

COMES NOW, Mid-American Constructors, LLC, P.O. Box 496, Howell, MI 48843 ("MidAmerican"), and with a view to avail itself of the benefits of the statutes relating to mechanic's liens, files the just and true account set forth herein for work, labor, and materials furnished by it pursuant to a contract with and at the special instance of USF Holland, LLC to and for the real property, buildings and improvements located in the City of Joplin, Missouri, commonly known and numbered as 2702 Newman Road, Joplin, MO 64801 and as more particularly set forth in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").

MidAmerican hereby asserts a mechanic's lien against the Property for the sum of Eight Hundred Sixty-Four Thousand, Eight Hundred Thirty-Six and 00/100 Dollars (\$864,836.00) plus interest.

At all times relevant hereto, the Property was owned by USF Holland, LLC ("Owner"). Owner contracted with MidAmerican to provide all of the work, labor, supervision, engineering, services, material and equipment associated with the Yard and Building Expansion at the Property. A copy of the Agreement between Owner and MidAmerican is attached hereto as Exhibit B and incorporated herein by reference. MidAmerican furnished labor and materials necessary to fulfill its contractual obligations and improve the Yard and Building at the Property. Specifically, MidAmerican performed work, including but not limited to, demolishing all existing dock siding, excavating a detention pond, constructing a trickle channel and drainage per design, cutting the subgrade, pouring footings and stem walls, constructing piers and setting anchor bolts, and furnishing and erecting a pre-engineered metal building including roof decking.

All the work performed and labor and materials provided by MidAmerican at the Property was within the scope of work that MidAmerican contracted to perform for Owner and/or was requested by Owner.

MidAmerican's account is being filed in order that it may constitute a lien upon the buildings, erections, improvements, and/or upon the land and real estate above described to secure the payment of such work or labor done by MidAmerican. The pay applications generated by MidAmerican and submitted to Owner for work performed at the Property are attached hereto as Exhibit C and incorporated herein by reference.

The first item of said account was furnished on May 6, 2022, and the last date upon which work and labor were furnished by MidAmerican to the Property was on or about August 4, 2023 on which date the account accrued and became due and payable. All of the items of said account were furnished under one arrangement and constituted one continuous running account. Each and every item of said account was furnished for said Property and actually entered into the construction of the improvements on the Property, or the items were consumed in the construction of said improvements.

Mid-American Constructors, LLC.



By: Jarrett Minch

Title: General Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

Jarrett Minch, being duly sworn on his oath, states that he is the General Manager for Mid-American Constructors, LLC and is duly authorized to make this oath for and on its behalf, and further states that he has full knowledge and information of and concerning the foregoing Mechanic's Lien Statement and that the matters set forth in this Mechanic's Lien Statement are true and correct to the best information and knowledge of Affiant.



Subscribed and sworn to before me on 10/04/2023.



/s/ Lisa M. Green

Lisa M. Green, Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My commission expires July 26, 2027

ACCOUNT

To labor and materials necessary to labor and materials necessary to furnish improvements to the Yard and Building at the Property, which was performed and furnished under contract with USF Holland, LLC, the owner, between the dates of May 6, 2022 and August 4, 2023, the total amount due being Eight Hundred Sixty-Four Thousand, Eight Hundred Thirty-Six and 00/100 Dollars (\$864,836.00) plus interest.

SUMMARY OF ACCOUNT
Between MidAmerican Constructors, LLC and USF Holland, LLC
Holland Joplin Yard/Building Expansion, 2702 Newman Road, Joplin, MO 64801

Original Contract	\$1,697,335.00
Change Order No. 1	\$3,158.00
 Total Contract Amount	 \$1,700,493.00
 Less Payments and Credits	 \$835,657.00
 Amount Due	 \$864,836.00

Exhibit A

Legal Description

Commencing at the North Quarter corner of Section 1, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, thence East along the North line of said Section 1, 163.60 feet, said point being 30.0 feet East of the center line of Florida Avenue, thence South 00°09' West 7.98 feet, thence in a Southwesterly direction along a curve with a radius of 1176.0 feet a distance of 22.02 feet to the intersection of the South line of Newman Road and the East line of Florida Avenue and the point of beginning, thence Southwesterly along a curve with a radius of 1176.0 feet and East line of Florida Avenue a distance of 310.0 feet, thence Southwesterly along the East line of Florida Avenue a distance of 135.50 feet, thence Southwesterly along a curve with a radius of 1116.0 feet and East line of Florida Avenue a distance of 104.60 feet, thence East parallel with the North line of said Section 1 a distance of 711.20 feet, thence North 00°09' East a distance of 541.0 feet to the South line of Newman Road, thence West along the South line of Newman Road a distance of 600.0 feet to the point of beginning, being a part of Miscellaneous Lot 1 in said Section 1, Township 27, Range 33.

EXHIBIT B

Limited Scope Contract

CONSTRUCTION CONTRACT
FOR PROJECTS OF LIMITED SCOPE

This Agreement (this "Agreement") is entered into as of this 14 day of April 2023 _____, by and between **USF Holland LLC** ("Owner"), and **MidAmerican Constructors** ("Contractor"), with respect to the provision by Contractor to Owner of certain labor, materials, equipment and related work and services in connection with the Holland Joplin Yard/Building Expansion (the "Project") at Owner's terminal located at 2702 Newman Road, Joplin, MO 64801 (the "Property").

WITNESSETH: That Owner and Contractor, for the consideration herein set out agree as follows:

1. Scope of the Work: Contractor shall furnish (and as used in this Agreement, the term "**Work**" shall mean) all of the work, labor, supervision, engineering, services, material and equipment that are described in, required by or reasonably inferable from the descriptions and explanations, including but not limited to any drawings and specifications ("Plans and Specifications") identified in the Contractor's proposal attached hereto:

- If conflicts or inconsistencies exist among the terms of the attached proposal or any other contract document related to Work, then such conflicts or inconsistencies shall be resolved according to the following priorities: First, the requirements of applicable laws shall govern. Second, the terms of this Agreement shall govern over any attachment hereto or any other contract document. Third, the terms of any change order by Owner shall take precedence over that portion of any other contract document which it modifies.

2. Time of Completion: The Work shall be commenced no later than April 1, 2023, weather permitting, and completed within October 1st (180) calendar days of commencement. Owner's schedule is based upon the Work being completed as herein set out. Time is, therefore, of the essence and Contractor recognizes that Owner will be damaged if the work is not completed as set herein.

3. Contract Price: Owner shall pay for the performance of the work, in current funds, the sum of One million Six Hundred Thousand Ninety-Seven Three Hundred Thirty-Five Dollars (\$1,697,335.00) ("Contract Price") which shall include all taxes, freight, insurance, permits, approvals, premiums and fees. Contractor agrees that the later issuance or revision of Plans and Specifications or other work descriptions by Owner shall not entitle Contractor to any additional compensation unless: (i) such later description of the Work involves work of a materially different nature, character, scope and cost than that set forth in or reasonably inferable from this Agreement and the Plans and Specifications; and (ii) Owner has authorized Contractor to proceed with such work in advance by a written Change Order.

4. Progress Payments: Upon Owner's receipt of a written application for payment, and subject to Owner's audit and approval, Owner shall make progress payments on account of the Contract Price to Contractor as follows:

a. Undisputed amounts shall be paid in 60 days. Ten percent retainage will be held on all payments until final payment is made per the terms below.

b. If the Project extends beyond one month, Contractor shall submit an application for payment on the first day of each month during the Project accompanied by a form similar to the AIA G703. Each monthly application for payment shall itemize the Work as directed by Owner, assign a completed percentage for each item of the Work included, and indicate the total amount previously invoiced by Contractor through the date of the current application for payment. With each application for payment, and as a condition precedent to payment thereof, Contractor shall deliver to Owner such supporting documentation as may be reasonably required by the Owner, including, but not limited to: (i) a partial waiver of lien executed by the Contractor covering the entire amount of the payment requested by the relevant application for payment conditioned only upon payment of the amount requested

Limited Scope Contract

in the subject application for payment; (ii) unconditional partial waivers of lien, executed by the Contractor and each Subcontractor performing work or furnishing supplies or materials for the Project, which partial waiver of lien shall be equal to the amount of all payments made by the Owner to the Contractor on behalf of such Subcontractor in all preceding applications for payment; and (iii) if requested by Owner or its lender or disbursing agent, a partial waiver of lien executed by each Subcontractor covering the entire amount of the payment requested for such entity by the relevant application for payment conditioned only upon payment of the amount requested in the subject application for payment. Provided the application for payment is timely submitted, is in form acceptable to Owner, and is accompanied by lien waivers from Contractor, its subcontractors and suppliers in forms acceptable to Owner, Owner shall make payment to Contractor of undisputed amounts requested as set forth above.

c. Final payment to Contractor, including release of the retainage withheld from each progress payment, shall not be made until: (i) the work is finally accepted, in writing, by Owner and an occupancy permit has been obtained; (ii) Contractor submits to Owner evidence that all payrolls, bills for materials and equipment and other indebtedness connected with the Work have been paid or otherwise satisfied; and (iii) Contractor has submitted to Owner final releases and waivers of all claims, liens or other demands which Contractor and its subcontractors of all tiers and material and equipment suppliers may assert against Owner or the Property in connection with the Project, effective upon receipt of final payment.

d. Owner shall have the right to charge back against Contractor, and to deduct from any payments due Contractor pursuant to this Agreement, all amounts incurred by Owner, or which Owner reasonably believes will be incurred, as a result of any failure by Contractor to comply with the terms of this Agreement or as a result of any negligence or unsatisfactory Work by Contractor or its subcontractors, including but not limited to costs to correct defective or non-conforming Work, and amounts paid by Owner to any subcontractor or supplier as a result of Contractor's failure to make payment to such person or entity. No payment made by Owner pursuant to this Agreement, including final payment, nor any partial or entire use or occupancy of the Work by Owner shall be considered as, or deemed to imply, acceptance of any such Work. Owner shall be entitled to hold back two times the amount Owner estimates as necessary to finish any incomplete Work or such lesser amount as may be permissible under applicable laws

5. General Conditions:

a. **Warranty.** Contractor warrants to Owner that all material and equipment furnished shall be of good quality and new unless otherwise required by this Agreement. Contractor further warrants that the Work will conform to the requirements of this Agreement and will be free from defects. In addition, for one (1) year after the date of final completion of the Work, Contractor shall correct, without expense to Owner, Work found by Owner to be defective or not in accordance with requirements of this Agreement promptly after receipt of written notice thereof. All warranties from third parties (including, without limitation, from manufacturers and suppliers) in respect to any part of the Work shall be issued to Owner or shall provide for the assignment thereof to Owner without expense to Owner. All such warranties initially issued to Contractor shall be assigned to Owner at the time of final payment.

b. **Permits:** Permits and licenses necessary for the prosecution of the Work shall be secured by and paid for by the Contractor. The Contractor shall comply with all laws and regulations bearing on the conduct of the Work and shall notify the Owner if any portion of the Plans and Specifications are at variance with any local code, laws, or regulations.

c. **Termination:** Owner may terminate this Agreement, with or without cause, upon seven (7) days written notice to Contractor. "**Cause**" shall mean any negligence or breach of contract by Contractor. If this Agreement is terminated by Owner without cause or is properly terminated by Contractor pursuant to this Agreement, Contractor shall be entitled to compensation, in such amounts as are required by this Agreement, for all Work actually performed by Contractor up through the date of termination and for the cost of any materials and supplies ordered prior to termination for use specifically in connection with the Project, or applicable cancellation charges for such services, materials or supplies, to the extent that they cannot be discontinued by Contractor without cost or penalty upon notice of such termination. Such amount shall be due and payable to Contractor thirty days after such termination. In the event this Agreement is terminated by the Owner for cause or is improperly terminated by

Limited Scope Contract

Contractor, Contractor shall not be entitled to any further compensation and shall be liable to the Owner for all costs and damages incurred by the Owner as a result of Contractor's negligence or breach of contract (including attorney's fees and court costs and the costs of completing the Work required by this Agreement). After all such damages have been paid, Contractor shall be entitled to the amount, if any, remaining due to Contractor (after deducting such damages) for any Work actually performed by Contractor up through the date of termination. A termination by Owner for cause which is later determined to be wrongful shall be considered a termination without cause. This Agreement may be terminated by Contractor only if Owner fails to make payment to Contractor, within thirty (30) days after such payment is due, for Work actually performed by Contractor and accepted by Owner, in the amounts required by this Agreement. In such event, Contractor may, upon seven (7) days' written notice to Owner, suspend or terminate the performance of Work under this Agreement. Unless such payment is thereafter received by Contractor within seven (7) days, the suspension or termination shall take effect without further notice to Owner. In the event of a suspension or termination of the Work pursuant to this paragraph, Contractor shall have no liability to Owner for delay or damage caused to Owner because of such suspension or termination of Work. Contractor's sole and exclusive rights in the event of termination shall be those set forth in this paragraph.

d. Contractor's Insurance: Contractor will procure and maintain, at its sole cost and expense, the following types of insurance and amounts of insurance:

- (i) Commercial automobile liability insurance: (including owned, non-owned and hired vehicles) with minimum limits of not less than \$5,000,000 per occurrence combined single limit for personal injury and property damage.
- (ii) Commercial general liability insurance: including products and completed operations coverage and blanket contractual liability, with minimum limits of liability of not less than \$5,000,000 per occurrence and \$5,000,000 per project aggregate.
- (iii) Workers compensation and Employers Liability Insurance: in accordance with statutory requirements of jurisdiction where work is being performed with Employers' Liability Limits not less than \$1,000,000.
- (iv) Professional Liability (Errors & Omissions) Insurance: to the extent applicable to services provided with limits not less than \$5,000,000 per claim.
- (v) Contractors Pollution Liability: to the extent applicable to services provided with limits not less than \$1,000,000 per incident (including coverage for sewer back-up, mold, and pollution clean-up).
- (vi) Umbrella/Excess Liability: policy shall apply to all of the same risks as underlying policies listed under items a, b, and c above. Total required limits may be obtained by increasing the limit on the individual policies or by a combination of the limit on each policy plus the umbrella/excess liability limit.
- (vii) Builders Risk insurance: broad form property insurance or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles.
- (viii) Owners and Contractors Protective Liability: for bodily injury and property damage caused, in whole or in part, by an independent contractor's work with limits not less than \$5,000,000 per occurrence.

Commercial General Liability, Automobile Liability, and Contractors Pollution Liability (if required) shall be endorsed to include Company, its parent and its parent's subsidiaries as additional insured. Coverage shall be primary and receive no contribution from any insurance available to the additional insureds. All policies shall

Limited Scope Contract

include a waiver of subrogation in favor of Company, its parent and its parent's subsidiaries. Policies shall be issued by insurance companies that are qualified to do business in the state where work is performed and shall have an A.M. Best rating of at least A-VII. Contractor shall provide certificates of insurance to Company evidencing required insurance. Contractor shall provide notice to Company upon receipt of any notice of cancellation, non-renewal, or material change in coverage from its insurers.

If Contractor utilizes subcontractors in performance of this agreement; Contractor shall require and warrant that said subcontractors have the requisite type and amounts of insurance as required by contract within Sections d (i), d (ii), d (iii), d (iv), d (v), and d (vi).

The types and amounts of insurance required herein shall not limit or otherwise affect Contractor's liability or obligation to indemnify and hold Company harmless as provided by the indemnification provision of this Agreement.

e. Indemnification: Contractor will defend and indemnify Owner against all damages, liabilities, claims, losses and expenses (including attorneys' and witnesses' fees and litigation costs) arising or resulting in any way from Contractor's performance of the Work, but only to the extent the same is caused or alleged to have been caused, in whole or in part, by Contractor, any subcontractor, material supplier, or any agent or employee of any of the foregoing. This indemnification is in addition to Contractor's warranty obligations and any other rights or remedies provided in this Agreement, and shall survive the completion of the Work, payment, or any earlier termination of this Agreement, for the period of limitations provided under applicable law. If a court of competent jurisdiction finally determines that the scope of this indemnity exceeds that allowed by applicable law, this indemnity shall be construed to extend and shall be effective to, but not in excess of, the maximum scope allowed by applicable law.

f. Waiver of Subrogation. Notwithstanding anything to the contrary in this Agreement, Contractor hereby waives for itself and its subcontractors all claims against Owner and its agents, officers, directors and employees for damages that are covered by insurance required to be provided under this Agreement. Contractor shall inform its insurance carriers of this paragraph and the waiver of subrogation contained herein.

g. Independent Contractor: Contractor, its subcontractors, employees, and agents are independent contractors for all purposes and at all times. Owner will incur no responsibility or obligation to employees, agents, subcontractors, or other parties used by Contractor to perform the Work. Such person or parties will, at all times, remain employees, agents, or subcontractors (whichever is applicable) of Contractor.

h. Cleanup: Contractor shall keep the premises free from the accumulation of waste materials and rubbish and at the completion of the work the Contractor shall remove from the premises all rubbish, implements and surplus materials and leave the building broom clean on a daily basis and upon completion of the work.

i. Notices. For the purposes of all notices and communications between the parties, the addresses of Owner and Contractor shall be as follows:

OWNER:
YRC Inc.
Attn: Real Estate and Properties
10990 Roe Avenue, Mail Stop A650
Overland Park, KS. 66211

CONTRACTOR:
MidAmerican Constructors
P.O. Box 496 Howell, MI 48843

Any notices and other communications to be delivered by either party to the other pursuant to this Agreement shall be in writing and shall be deemed delivered as follows, except as otherwise specifically provided in this Agreement: (a) when hand delivered; (b) one (1) business day after mailing by Federal Express or other overnight

Limited Scope Contract

courier service; or (c) upon receipt (or refusal to accept delivery) by United States registered or certified mail, postage prepaid, return receipt requested, in each case addressed to the party to be charged with notice at the above recited address or such other address as either party from time to time may designate by notice delivered to the other; provided, however, that no notice of change of address shall be deemed given until actually received by the party to be notified.

j. Applicable Law; Forum. This Agreement shall be construed, and the terms hereof shall be enforceable, in accordance with the internal laws (as distinguished from the conflicts of law provisions) of the state of Kansas, and in the event any legal proceedings are brought in connection with this Agreement, the parties agree that the venue therefor shall be only state courts located in Johnson County, Kansas, or federal courts for the District of Kansas located in Wyandotte County, Kansas, and the courts to which an appeal therefrom may be taken, and the parties expressly consent and submit themselves to the personal jurisdiction and exclusive venue of those courts.

k. Dispute Resolution.

- (i) As used herein, a "Claim" is a demand by one of the parties to this Agreement seeking adjustment of the Agreement terms, payment of money, extension of time, or other relief with respect to the terms of this Agreement. The term "Claim" also includes other disputes between Owner and Contractor arising out of or relating to the Contract.
- (ii) The parties will attempt in good faith to resolve any controversy and Claim arising out of or relating to this Agreement promptly by negotiations between authorized representatives of the parties. If the Claim has not been resolved by the parties within ninety (90) days of the date the claim is made, either party may initiate mediation of the controversy or Claim in accordance with American Arbitration Association Construction Industry Mediation Rules or may proceed directly to litigation. If the matter has not been resolved pursuant to the aforesaid mediation procedure within sixty (60) days of the initiation of such procedure, or if either party will not participate in a mediation, the controversy shall be settled by litigation. All deadlines specified in this paragraph may be extended by mutual agreement. The procedures specified in this paragraph shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action, the parties will continue to participate in good faith in the procedures specified in this paragraph. All applicable statutes of limitation shall be tolled while the procedures specified in this paragraph are pending. The parties will take such action, if any, required to effectuate such tolling. In any dispute between Owner and Contractor related to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees, expert fees, and costs from the non-prevailing party. Determination of which party prevailed shall be made by the judge. Determination of which party prevailed shall be made by reviewing the Claims resolved (and shall not include Claims resolved prior to the taking of evidence at hearings), considering the quantum of the Claims being prosecuted and defended, and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages and comparing same with the amounts that the party paying damages saved (i.e., the damages actually awarded versus those that were claimed).

[Signatures appear on the following page]

Limited Scope Contract

IN WITNESS WHEREOF, Owner and Contractor have duly executed this Contract as of date first written above.

OWNER:

YRC Inc.

By:

 4/19/23

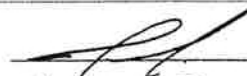
Name: Adam Rowe

Title: Director of Construction & Maintenance

CONTRACTOR:

MidAmerican Constructors

By:

 4.17.23

Name:

JARRETT Minch

Title:

SENIOR P.M.

Mid-American Constructors

General Contractors/Construction Managers

Concrete Specialists

Phone: 734-355-9120

P.O. Box 496 Howell, MI 48843

Fax: 734-873-5958

January 7, 2022

Adam Rowe
USF Holland/YRC
27411 Wick Rd
Romulus, MI 48174

RE: Building & Yard Expansion
USF Holland/Yellow Freight Joplin
2702 Newman Road
Joplin, MO 64801

Mr. Adam Rowe,

Mid-American Constructors is quoting all labor, material, and equipment per PEA Group sealed plans dated 9-28-21 to construct a PEMB building expansion, concrete yard expansion, and detention pond (*Please see scope breakdown below*):

- Saw cut and remove existing concrete/asphalt
- Haul all concrete and asphalt to recycling yard, dump fees apply
- Clear and Grub green belt, demo light pole bases and fences
- Excavate pond, construct trickle channel, install storm pipe and CMP riser
- Cut subgrade, proof roll, stone back in proposed paving areas
- Demo west end building column line and siding, prep for tie in
- Excavate form, pour footings for building
- Form and pour stem walls, piers, including anchor bolts
- Backfill stem wall interior area to accommodate raised dock finish floor elevation
- Erect Pre-engineered metal building and roof decking
- Pour dock floor
- Pave exterior yard, entrances, and dock apron areas with 8" heavy duty concrete, including drainage swales
- Demo existing office area and prep for future layout
- Upgrade electrical panel per site visit

Base Bid Building Expansion and Yard Renovation:

\$ 1,697,335.00

Exclusions:

- soil correction/stabilization/dewatering
- testing/permitting/union agreements
- joint sealants
- gravel sub base

If you have any questions regarding this proposal, please contact Jarrett Minch at 734-355-9120.

Sincerely,

Jarrett R. Minch, CPC
Senior Project Manager

THANK YOU FOR YOUR BUSINESS!

EXHIBIT C

*Mid-American Constructors***INVOICE**

P.O. Box 496
 Howell, MI 48843
 734-355-9120

INVOICE # 22-123
DATE: 5-6-22

Bill To:
 Mr. Adam Rowe
 USF Holland
 700 South Waverly
 Holland, MI 49423

For:
 Structural Steel, Joists, Decking
 Pay App 1
 Yellow Dock Expansion
 2702 Newman Road
 Joplin, MO 64801

Description of Work – Pay App 1	AMOUNT
- Structural Steel detailing, fabrication, metal decking, joist and anchor bolt delivery	\$358,373.00
TOTAL	\$358,373.00

Make all checks payable to **Mid-American Constructors**

If you have any questions concerning this invoice, contact Jarrett Minch (734) 355-9120

THANK YOU FOR YOUR BUSINESS!

*Mid-American Constructors***INVOICE**

P.O. Box 496
 Howell, MI 48843
 734-355-9120

INVOICE # 23-113
DATE: 5-3-23

Bill To:
 Mr. Adam Rowe
 USF Holland
 700 South Waverly
 Holland, MI 49423

For:
 Structural Steel, Joists, Decking
 Pay App 2
 Yellow Dock Expansion
 2702 Newman Road
 Joplin, MO 64801

Description of Work – Pay App 2	AMOUNT
<ul style="list-style-type: none"> - Demo end wall steel, sawcut pavements, excavate footings, pour concrete footings, form walls, pour walls, strip panels - Clear and grub pond area, layout pond, rough cut pond, procure drainage pipe 	\$477,284.00
TOTAL	\$477,284.00

Make all checks payable to **Mid-American Constructors**

If you have any questions concerning this invoice, contact Jarrett Minch (734) 355-9120

THANK YOU FOR YOUR BUSINESS!

*Mid-American Constructors***INVOICE**

P.O. Box 496
 Howell, MI 48843
 734-355-9120

INVOICE # 23-114
DATE: 6-12-23

Bill To:

Mr. Adam Rowe
 USF Holland
 700 South Waverly
 Holland, MI 49423

For:

Structural Steel, Joists, Decking
 Pay App 3
 Yellow Dock Expansion
 2702 Newman Road
 Joplin, MO 64801

Description of Work – Pay App 3	AMOUNT
<ul style="list-style-type: none"> - Demo end wall steel, sawcut pavements, excavate footings, pour concrete footings, form walls, pour walls, strip panels - Clear and grub pond area, layout pond, rough cut pond, procure drainage pipe - Cut greenbelt area, stone proposed yard expansion area - Demo aprons and existing concrete/asphalt areas - Form and pour yard concrete - Erect structural steel building expansion 	\$579,366.00
TOTAL	\$579,366.00

Make all checks payable to **Mid-American Constructors**

If you have any questions concerning this invoice, contact Jarrett Minch (734) 355-9120

THANK YOU FOR YOUR BUSINESS!

*Mid-American Constructors***INVOICE**

P.O. Box 496
 Howell, MI 48843
 734-355-9120

INVOICE # 23-130
DATE: 6-26-23

Bill To:

Mr. Adam Rowe
 USF Holland
 700 South Waverly
 Holland, MI 49423

For:

Structural Steel, Joists, Decking
 Pay App 4
 Yellow Dock Expansion
 2702 Newman Road
 Joplin, MO 64801

Description of Work – Pay App 4	AMOUNT
<ul style="list-style-type: none"> - Demo end wall steel, sawcut pavements, excavate footings, pour concrete footings, form walls, pour walls, strip panels - Clear and grub pond area, layout pond, rough cut pond, procure drainage pipe - Cut greenbelt area, stone proposed yard expansion area - Demo aprons and existing concrete/asphalt areas - Form and pour yard concrete - Erect structural steel building expansion Complete - Pond complete - Concrete Complete - Interior Slab On Grade Complete - Interior Demo, widen door openings, remove partitions and glass 	\$285,470.00
TOTAL	\$285,470.00

Make all checks payable to **Mid-American Constructors**

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THANK YOU FOR YOUR BUSINESS!